

McFARLAND & DOWNEY.

MARCH 14, 1860.—Laid upon the table, and ordered to be printed.

Mr. HICKMAN, from the Committee on the Judiciary, made the following

REPORT.

*The Committee on the Judiciary, to whom was referred the petition of McFarland & Downey, report:*

That it appears that on the 27th day of October, A. D. 1854, the United States marshal of the southern district of California contracted with McFarland & Downey for the rent of a house in Los Angeles, California, for one year, at \$3,600; and subsequently, from the 27th of October, A. D. 1855, to the 30th of June, A. D. 1856, during the vacation of the court, at \$800; and afterwards, at the rate of \$2,000 per annum. These premises are said to have been occupied by the United States court, under these contracts, until the 5th day of August, A. D. 1856, during which time no rent was paid; and Messrs. McFarland & Downey were answered, at the Interior Department, when they applied for their money, that the marshal had no authority to make the contracts without the consent of the department, as required by the act of the 26th February, A. D. 1853.

The only evidence to prove the occupancy of the premises under the contracts referred to, is a certificate of the judge of the court and the United States district attorney, appended to the second named contract, which is in the following words:

"I hereby certify that the premises mentioned in the foregoing agreement were necessary for the use of the United States district court, and that they were so used during the period therein mentioned, and that the rent agreed upon therein for said premises is reasonable and just.

"ISAAC S. R. OGIER,  
"U. S. Dist. Judge for S. Dist. Cal.  
"P. ORD, U. S. Dist. Atty."

It will be observed that this certificate is without date, and only refers to the lease from October 27, 1855, to June 30, 1856, under which a rent of \$800 was to be paid. Why the lessors and claimants have not adduced similar proof of occupancy under the first lease

wherein the rent was fixed at \$3,600, and under the last lease wherein the rent was fixed at \$2,000, per annum, it is difficult to understand.

The committee, in view of the fact that the contracts made by the United States marshal were without warrant of law—the consent of the Interior Department being withheld—and that no sufficient proof of occupancy under the different leases is presented, express an opinion adverse to the passage of the bill.

## REPORT.

That it appears that on the 27th day of October, A. D. 1885, the United States marshal at the southern district of California entered into a contract with John W. Downey, for the term of a year, in the sum of \$2,000, per annum, for the use of the land of the United States, A. D. 1885, to the end of June, A. D. 1886, during the term of the year, at \$2,000; and afterwards, at the rate of \$2,000 per annum. These provisions are said to have been signed by the United States marshal, under these conditions, and the day of August, A. D. 1885, having elapsed, and the time has passed, and no money has been received for the money, that the marshal had no authority to make the contract without the consent of the department, as required by the act of the 30th February, A. D. 1885. The only evidence to prove the genuineness of the contract under the contract entered into is a statement of the judge of the court and the United States marshal, who are said to be the second named contract, which is in the following words:

"I hereby certify that the premises mentioned in the foregoing agreement were necessary for the use of the United States marshal, and that they were so used during the period therein mentioned, and that the rent agreed upon therein for said premises is reasonable and just."

"J. W. DOWNY, R. OGDEN."  
"U. S. Marshal for S. Dist. Cal."  
"F. OGDEN, U. S. Dist. Judge."

It will be observed that this certificate is without date, and only refers to the lease from October 27, 1885, to June 30, 1886, under which a rent of \$2,000 was to be paid. Why the reasons and elements have not advanced similar proof of occupancy under the first lease